

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 20, 1995

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) executed copies of each of the following documents: Twenty-Third Amendment to Security Agreement-Trust Deed, dated as of December 13, 1995, and a separate Bill of Sale and Assignment and Assumption Agreement, dated as of December 20, 1995, all being secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Security Agreement-Trust Deed duly filed with the Commission under Recordation Number 19111.

The names and addresses of the parties to the enclosed documents are:

Twenty-Third Amendment

Debtor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Secured Party: Internationale Nederlanden (U.S.)
Capital Corporation
135 East 57th Street
New York, New York 10022-2101

A description of the railroad equipment being DELETED from the Security Agreement is: 133 railcars set forth in Annex A attached to the Twenty-Third Amendment, with the Leases related thereto set forth in Annex B attached to the Twenty-Third Amendment.

19111-AAAA.BBBB,
0000

2 1995

PM

0100897036
\$ 63.00

Counterparts - 3 copies

Mr. Vernon A. Williams
December 20, 1995
Page 2

With respect to the 133 railcars being DELETED from the Security Agreement,
the parties are as follows:

Bill of Sale

Transferee: ACF Industries, Incorporated
620 North Second Street
St. Louis, Missouri 63301

Transferor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Assignment and Assumption Agreement

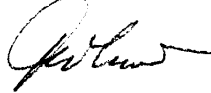
Assignee: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Assignor: AKF Corp.
Bank of America Plaza
300 South 4th Street, Suite 1100
Las Vegas, Nevada 89101

Also enclosed is a check in the amount of \$63.00 payable to the order of the
Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of each of the enclosed documents to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures



Interstate Commerce Commission
Washington, D.C. 20423-0001

12/21/95

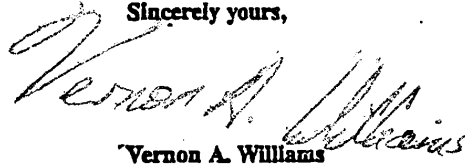
Office Of The Secretary

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/21/95 at 4:10PM , and assigned recordation number(s). 19111-AAAA,BBBB and CCCC.

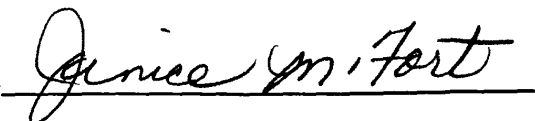
Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)
(0100897036)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



[EXECUTION COPY]

AAAA
1911/11/11

2 1995 PM

TWENTY-THIRD AMENDMENT
TO
SECURITY AGREEMENT - TRUST DEED,

dated as of December 13, 1995

between

AKF CORP.

and

INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION

TWENTY-THIRD AMENDMENT

TO

SECURITY AGREEMENT - TRUST DEED

THIS TWENTY-THIRD AMENDMENT TO SECURITY AGREEMENT - TRUST DEED, dated as of December 13, 1995 (this "Amendment"), is made between AKF Corp., a Delaware corporation (the "Debtor"), and INTERNATIONALE NEDERLANDEN (U.S.) CAPITAL CORPORATION (the "Secured Party").

W I T N E S S E T H:

WHEREAS, the Debtor and the Secured Party have heretofore entered into a certain Security Agreement - Trust Deed, dated as of December 21, 1994 (as amended prior hereto, the "Security Agreement"); and

WHEREAS, the Debtor and the Secured Party have agreed, subject to the conditions and terms hereinafter set forth, to amend the Security Agreement in certain respects as herein provided;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1. Use of Defined Terms. Unless otherwise defined or the context otherwise requires, terms for which meanings are provided in the Security Agreement shall have such meanings when used in this Amendment.

ARTICLE II

AMENDMENTS

SECTION 2.1. Amendments to Annex A to Security Agreement. Effective as of the date hereof, Annex A to the Security Agreement is hereby amended by the deletion of the Cars listed on Annex A hereto. Each reference to Annex A in the Security

Agreement shall be deemed to refer to such Annex as amended by Annex A hereto.

SECTION 2.2. Amendments to Annex B to Security Agreement. Effective as of the date hereof, Annex B to the Security Agreement is hereby amended by the deletion of the Equipment Leases listed on Annex B hereto. Each reference to Annex B in the Security Agreement shall be deemed to refer to such Annex as amended by Annex B hereto.

ARTICLE III

REAFFIRMATION OF SECURITY INTEREST

SECTION 3.1. Reaffirmation. The Debtor, in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the prompt payment in full and when due (whether at stated maturity, by acceleration or mandatory prepayment or otherwise) of the Secured Obligations, has granted, and does hereby grant, to the Secured Party and its successors and assigns, a lien on and the security interest in all of the Debtor's right, title and interest in, to and under the Collateral.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into this Amendment, the Debtor represents and warrants unto the Secured Party as set forth in this Article IV.

SECTION 4.1. Due Authorization, Non-Contravention, etc. The execution, delivery and performance by the Debtor of this Amendment are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, and do not

(a) contravene the Debtor's certificate of incorporation or by-laws; or

(b) contravene any contractual restriction, law or governmental regulation or court decree or order binding on or affecting the Debtor.

SECTION 4.2. Government Approval, Regulation, etc. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or

other person or entity is required for the due execution, delivery or performance by the Debtor of this Amendment.

SECTION 4.3. Validity, etc. This Amendment constitutes the legal, valid and binding obligation of the Debtor enforceable against it in accordance with its terms.

ARTICLE V

MISCELLANEOUS PROVISIONS

SECTION 5.1. Ratification of and References to the Security Agreement. This Amendment shall be deemed to be an amendment to the Security Agreement, and the Security Agreement, as amended hereby, is hereby ratified, approved and confirmed in each and every respect. All references to the Security Agreement in any other document, instrument, agreement or writing shall hereafter be deemed to refer to the Security Agreement as amended hereby.

SECTION 5.2. Headings. The various headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or any provisions hereof.

SECTION 5.3. Execution in Counterparts. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 5.4. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE; AND THE SECURED PARTY SHALL BE ENTITLED TO THE BENEFITS OF THE RECORDING SYSTEM CONFERRED BY 49 U.S.C. SECTION 11303 AND SUCH ADDITIONAL RIGHTS, ARISING OUT OF THE FILING OR RECORDING WITH RESPECT THERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

AKF CORP

By 

Name:

Title:

State of New York)

ss:

County of New York)

On this 11th day of December, 1995, before me personally came Robert J. Mott to me known, who being by me duly sworn, did depose and say that he resides at Woodbury, NY, that he is the President of AKF Corp., the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.


Notary Public

ROBYN G. STEINBERG
Notary Public, State of New York
No. 01ST5026264
Qualified in New York County
Commission Expires April 18, 1996

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized.

INTERNATIONALE NEDERLANDEN
(U.S.) CAPITAL CORPORATION

By Robert Novick

Name: ROBERT NOVICK
Title: VICE PRESIDENT

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 8th day of December, 1995, before me personally came Robert Novick, to me known, who being by me duly sworn, did depose and say that he resides at MAMARONECK, New York, that he is VICE PRESIDENT of Internationale Nederlanden (U.S.) Capital Corporation, the corporation described in and which executed the foregoing instrument, and that he signed his name thereto on the date hereof by order of the board of directors of said corporation.

Keith D. Arnold
Notary Public

KEITH D. ARNOLD
Notary Public, State of New York
No. 01AR5050761
Qualified in New York County
Commission Expires Oct. 16, 1997

ANNEX A

RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER	RPTG MARK	CAR NUMBER
ACFX	51306	ACFX	64574	ACFX	71523
ACFX	51610	ACFX	64575	ACFX	71524
ACFX	51611	ACFX	64576	ACFX	71525
ACFX	51612	ACFX	64577	ACFX	71857
ACFX	51613	ACFX	64578	ACFX	71858
ACFX	51614	ACFX	64579	ACFX	71860
ACFX	51615	ACFX	64580	ACFX	71861
ACFX	51616	ACFX	64581	ACFX	71862
ACFX	51617	ACFX	64582	ACFX	71863
ACFX	51618	ACFX	64583	ACFX	71864
ACFX	51619	ACFX	64584	ACFX	72049
ACFX	51620	ACFX	64585	ACFX	72050
ACFX	51621	ACFX	64586	ACFX	72051
ACFX	51622	ACFX	64587	ACFX	72052
ACFX	51623	ACFX	64588	ACFX	72053
ACFX	51624	ACFX	64589	ACFX	72054
ACFX	51625	ACFX	64590	ACFX	72055
ACFX	64541	ACFX	64591	ACFX	72056
ACFX	64542	ACFX	64592	ACFX	72057
ACFX	64543	ACFX	64593	ACFX	72058
ACFX	64544	ACFX	64828	ACFX	72494
ACFX	64545	ACFX	64829	ACFX	72498
ACFX	64546	ACFX	64832	ACFX	72499
ACFX	64547	ACFX	64837	ACFX	72500
ACFX	64548	ACFX	64841	ACFX	72501
ACFX	64549	ACFX	64843	ACFX	72502
ACFX	64550	ACFX	64846	ACFX	72503
ACFX	64551	ACFX	64848	ACFX	72562
ACFX	64552	ACFX	64849	ACFX	72563
ACFX	64553	ACFX	64851	ACFX	72564
ACFX	64554	ACFX	71503	ACFX	72565
ACFX	64555	ACFX	71504	ACFX	72566
ACFX	64556	ACFX	71505	ACFX	72567
ACFX	64557	ACFX	71506		
ACFX	64558	ACFX	71507		
ACFX	64559	ACFX	71508		
ACFX	64560	ACFX	71509		
ACFX	64561	ACFX	71510		
ACFX	64562	ACFX	71511		
ACFX	64563	ACFX	71512		
ACFX	64564	ACFX	71513		
ACFX	64565	ACFX	71514		
ACFX	64566	ACFX	71515		
ACFX	64567	ACFX	71516		
ACFX	64568	ACFX	71517		
ACFX	64569	ACFX	71518		
ACFX	64570	ACFX	71519		
ACFX	64571	ACFX	71520		
ACFX	64572	ACFX	71521		
ACFX	64573	ACFX	71522		

133 CARS

ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	# OF CARS
	5 AG PROCESSING, INC.								
		56650016	ACFX	72494	T	1987	01/01/93	12/31/97	
		56650016	ACFX	72498	T	1987	01/01/93	12/31/97	
		56650016	ACFX	72499	T	1987	01/01/93	12/31/97	
		56650016	ACFX	72500	T	1987	01/01/93	12/31/97	
		56650016	ACFX	72501	T	1988	01/01/93	12/31/97	
		56650016	ACFX	72502	T	1988	01/01/93	12/31/97	
		56650016	ACFX	72503	T	1987	01/01/93	12/31/97	
	5 AG PROCESSING, INC.								7
	154 DOW CHEMICAL COMPANY THE	15220074	ACFX	64541	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64542	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64543	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64544	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64545	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64546	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64547	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64548	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64549	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64550	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64551	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64552	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64553	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64554	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64555	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64556	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64557	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64558	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64559	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64560	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64561	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64562	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64563	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64564	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64565	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64566	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64567	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64568	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64569	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64570	H	1986	01/01/87	12/31/96	
		15220074	ACFX	64571	H	1986	01/01/87	12/31/96	

LESSEE CODE	LESSEE	ANNEX B										# OF CARS
		CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE				
		15220074	ACFX	64572	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64573	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64574	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64575	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64576	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64577	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64578	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64579	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64580	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64581	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64582	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64583	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64584	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64585	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64586	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64587	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64588	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64589	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64590	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64591	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64592	H	1986	01/01/87	12/31/96				
		15220074	ACFX	64593	H	1986	01/01/87	12/31/96				
	154 DOW CHEMICAL COMPANY THE 161 E I DUPONT DE NEMOURS AND C	00020201	ACFX	72562	T	1988	06/01/93	05/31/98			53	
		00020201	ACFX	72563	T	1988	06/01/93	05/31/98				
		00020201	ACFX	72564	T	1988	06/01/93	05/31/98				
		00020201	ACFX	72565	T	1988	06/01/93	05/31/98				
		00020201	ACFX	72566	T	1988	06/01/93	05/31/98				
		00020201	ACFX	72567	T	1988	06/01/93	05/31/98				
	161 E I DUPONT DE NEMOURS AND C 225 GEON COMPANY, THE	35250019	ACFX	64828	H	1987	07/01/93	06/30/98			6	
		35250019	ACFX	64829	H	1987	07/01/93	06/30/98				
		35250019	ACFX	64832	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64837	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64841	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64843	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64846	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64848	H	1988	07/01/93	06/30/98				
		35250019	ACFX	64849	H	1988	07/01/93	06/30/98				

154 DOW CHEMICAL COMPANY THE
161 E DUPONT DE NEMOURS AND C

161 E DUPONT DE NEMOURS AND C
225 GEON COMPANY, THE

08-Dec-95

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	# OF CARS
		35250019	ACFX	64851	H	1988	07/01/93	06/30/98	10
	225 GEON COMPANY, THE	4065	ACFX	71503	T	1986	11/01/86	10/31/96	
	230 GRAIN PROCESSING CORP	4065	ACFX	71504	T	1986	11/01/86	10/31/96	
		4065	ACFX	71505	T	1986	11/01/86	10/31/96	
		4065	ACFX	71506	T	1986	11/01/86	10/31/96	
		4065	ACFX	71507	T	1986	11/01/86	10/31/96	
		4065	ACFX	71508	T	1986	11/01/86	10/31/96	
		4065	ACFX	71509	T	1986	11/01/86	10/31/96	
		4065	ACFX	71510	T	1986	11/01/86	10/31/96	
		4065	ACFX	71511	T	1986	11/01/86	10/31/96	
		4065	ACFX	71512	T	1986	11/01/86	10/31/96	
		4065	ACFX	71513	T	1986	11/01/86	10/31/96	
		4065	ACFX	71514	T	1986	11/01/86	10/31/96	
		4065	ACFX	71515	T	1986	11/01/86	10/31/96	
		4065	ACFX	71516	T	1986	11/01/86	10/31/96	
		4065	ACFX	71517	T	1986	11/01/86	10/31/96	
		4065	ACFX	71518	T	1986	11/01/86	10/31/96	
		4065	ACFX	71519	T	1986	11/01/86	10/31/96	
		4065	ACFX	71520	T	1986	11/01/86	10/31/96	
		4065	ACFX	71521	T	1986	11/01/86	10/31/96	
		4065	ACFX	71522	T	1986	11/01/86	10/31/96	
		4065	ACFX	71523	T	1986	11/01/86	10/31/96	
		4065	ACFX	71524	T	1986	11/01/86	10/31/96	
		4065	ACFX	71525	T	1986	11/01/86	10/31/96	23
	230 GRAIN PROCESSING CORP	4115	ACFX	51306	H	1986	11/01/91	10/31/96	1
	270 HAYWOOD COMPANY	96750528	ACFX	51610	H	1987	12/01/92	11/30/97	
	270 HAYWOOD COMPANY	96750528	ACFX	51611	H	1987	12/01/92	11/30/97	
	464 PROCTER & GAMBLE MFG COMPAN	96750528	ACFX	51612	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51613	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51614	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51615	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51616	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51617	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51618	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51619	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51620	H	1987	12/01/92	11/30/97	

23

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08-Dec-95

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ANNEX B

LESSEE CODE	LESSEE	CONTRACT/ RIDER	RPTG MARK	CAR NUMBER	TYPE OF CAR	YEAR BUILT	LEASE EFFECTIVE DATE	LEASE EXPIRATION DATE	# OF CARS
		96750528	ACFX	51621	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51622	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51623	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51624	H	1987	12/01/92	11/30/97	
		96750528	ACFX	51625	H	1987	12/01/92	11/30/97	
	464 PROCTER & GAMBLE MFG COMPAN 568 EASTMAN CHEMICAL COMPANY	4302	ACFX	71857	T	1987	08/01/95	07/31/2000	16
		4302	ACFX	71858	T	1987	08/01/95	07/31/2000	
		4302	ACFX	71860	T	1987	08/01/95	07/31/2000	
		4302	ACFX	71861	T	1987	08/01/95	07/31/2000	
		4302	ACFX	71862	T	1987	08/01/95	07/31/2000	
		4302	ACFX	71863	T	1987	08/01/95	07/31/2000	
		4302	ACFX	71864	T	1987	08/01/95	07/31/2000	
		4319	ACFX	72049	T	1987	07/01/92	06/30/97	
		4319	ACFX	72050	T	1987	07/01/92	06/30/97	
		4319	ACFX	72051	T	1987	07/01/92	06/30/97	
		4319	ACFX	72052	T	1987	07/01/92	06/30/97	
		4319	ACFX	72053	T	1987	07/01/92	06/30/97	
		4319	ACFX	72054	T	1987	07/01/92	06/30/97	
		4319	ACFX	72055	T	1987	07/01/92	06/30/97	
		4319	ACFX	72056	T	1987	07/01/92	06/30/97	
		4319	ACFX	72057	T	1987	07/01/92	06/30/97	
	568 EASTMAN CHEMICAL COMPANY TOTAL	4319	ACFX	72058	T	1987	07/01/92	06/30/97	17 133